

A. G. Contract No. KR93 0999TRN
ECS File: JPA 93-51
Project: F-063-2-517/113582 01C
Section: SR-95 @ Smoketree Ave.
(MP 181.88)

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF LAKE HAVASU CITY

THIS AGREEMENT is entered into 27 July, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF LAKE HAVASU CITY, acting by and through its MAYOR and
CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. The State and the City desire to construct, operate
and maintain a new traffic signal light warranted on State
Route 95 at the intersection of Smoketree Avenue, at an
estimated construction cost of \$110,000.00, hereinafter
referred to as the Project, for the safety and benefit of the
motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>17870</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/27/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Dicky D. Graenewald</u>

II. SCOPE OF WORK

1. The City will:

a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate State review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the City.

c. When the Project is complete and functional invoice the State for fifty percent (50%) of the cost of construction and construction engineering of the Project (excluding any necessary related work), or \$55,000.00, whichever is less.

d. Upon completion approve and accept the Project on behalf of the parties hereto, and provide electrical energy.

2. The State will:

a. Review the design documents, provide comments as appropriate, and approve the final plans.

b. Upon receipt and approval of an invoice, reimburse the City for fifty percent (50%) of the cost of the Project, or \$55,000.00, whichever is less.

c. Upon completion and acceptance by the City, provide maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Lake Havasu City
City Manager
1795 Civic Center Blvd.
Lake Havasu City, AZ 86403

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

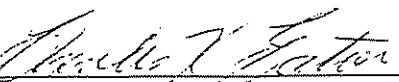
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF LAKE HAVASU CITY

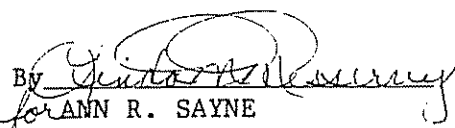
STATE OF ARIZONA

Department of Transportation

By 
R. L. HILEMAN
Mayor

By 
CHARLES K. EATON
State Traffic Engineer

ATTEST

By 
for ANN R. SAYNE
City Clerk

RESOLUTION

BE IT RESOLVED on this 19th day of May 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Lake Havasu City for the purpose of defining responsibilities for the construction and maintenance of traffic signal improvements to SR-95 and Smoketree Avenue in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



for LARRY S. BONINE
Director

RESOLUTION NO. 93-879

RESOLUTION OF THE CITY COUNCIL OF LAKE HAVASU CITY, ARIZONA,
AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN
LAKE HAVASU CITY AND THE ARIZONA DEPARTMENT OF TRANSPORTATION
FOR THE JOINT USE AND DEVELOPMENT OF A TRAFFIC SIGNAL
AND ASSOCIATED IMPROVEMENTS AT THE INTERSECTION OF
SMOKETREE AVENUE AND STATE ROUTE 95.

WHEREAS, Lake Havasu City and the Arizona Department of Transportation wish to establish an Intergovernmental Agreement for joint use and development of a traffic signal and associated improvements at the intersection of Smoketree Avenue and State Route 95; and

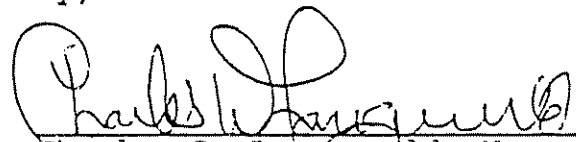
WHEREAS, the purpose of the agreement is to jointly fund the design and construction of a traffic signal and associated improvements at the intersection of Smoketree Avenue and State Route 95; and

WHEREAS, the City and the Arizona Department of Transportation have the existing powers pursuant to A.R.S. § 11-951, et. seq;


THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the necessary instruments to implement the Intergovernmental Agreement between Lake Havasu City and the Arizona Department of Transportation for the joint use and development of a traffic signal and associated improvements at the intersection of Smoketree Avenue and State Route 95;

PASSED AND ADOPTED by the Mayor and City Council of Lake Havasu City, Arizona, this 24th day of February, 1993.

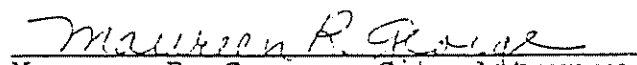
APPROVED:


Charles D. Dangerveld, Mayor

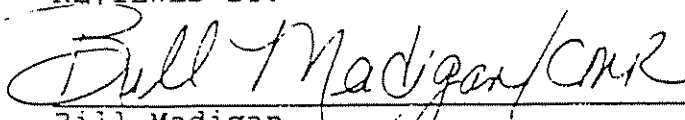
ATTEST:


Ann R. Sayne, City Clerk

APPROVED AS TO FORM:


Maureen R. George, City Attorney

REVIEWED BY:

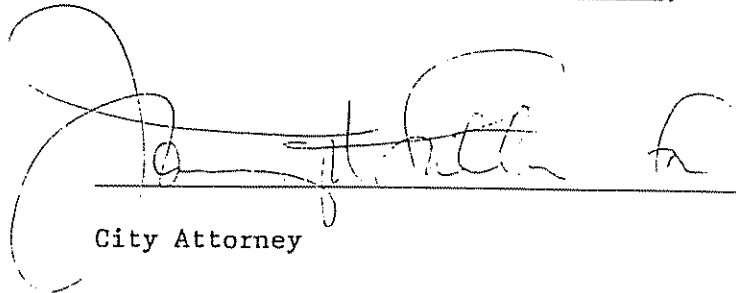

Bill Madigan
Public Works Director

JPA 93-51

APPROVAL OF THE LAKE HAVASU CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF LAKE HAVASU CITY and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 11th day of JUNE, 1993.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-0999-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21ST day of July, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section